

# **COUNTERCLAIM EXHIBIT C**

**Case No. 2:21-cv-0811 TSZ**

# Terms of Service

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## AimJunkies Terms of Service

We reserve the right to change these Terms of Services at any time, without notification or otherwise. It is your responsibility to be aware of any changes.

### Access to our Services

By accessing our website, you are agreeing to our Terms of Service and Privacy Policy.

We are granting you use of our Services. This does not grant you ownership or otherwise of any Service offered here. We may terminate your access to our Services at any time for any reason.

By using our Services, you understand that we may send you account status notifications, announcements and other messages and information. You may opt out of some of these.

### Your Account

In order to acquire a Subscription or use our Service, an account is required. You are responsible for all activity that happens with your account. Violation of our Terms of Service or any other rules or policies may result in the termination of your account.

Please keep your account and password to yourself. Do not share your password or use your password on other websites or services.

## Subscriptions

### Purchasing

By making a purchase through this website, you agree to the following:

- that you are over the age of 18 or have the permission of someone over the age of 18 that can purchase on your behalf
- to authorize funds to be charged via the payment processor chosen at checkout
- that you will not attempt to transfer your subscription to someone else
- that, in order to maintain access to our Services, you will pay any fees incurred

## Recurring Subscriptions

A recurring subscription is a profile created that will automatically charge your chosen payment method at a given interval.

If you purchase a recurring subscription, it is your responsibility to cancel the recurring subscription profile when you no longer want the subscription.

## Refunds and Chargebacks

Refunds are not granted for non-availability or non-access to purchased subscriptions and products. Any refunds issued are at the sole discretion of the website administration.

If a chargeback or dispute is filed by your account for any reason, we reserve the right to block your access to this website and ban any payment method that you have used. Accounts with a chargeback or dispute may be automatically banned or blocked from having access to our Services.

A chargeback or dispute ban may be lifted by the site administration upon repayment of a reversed subscription and fees as decided by the site administration.

## Subscription Extensions

Extensions to subscriptions are automatically granted when a subscription is listed as non-available. Additional subscription extensions are at the discretion of the site administration.

## Subscription Modifications

Typically, subscription modifications and changes are permitted as follows:

- one subscription change per purchased subscription
- subscription may be changed for one at an equal or lesser value

All subscription changes or modifications are at the discretion of the site administration.

## Proper Use of our Services

Our Services include the use of private software, provided by AimJunkies. These Services must be used in the proper way. Failure to use these Services in the proper way may result in the termination of your Account or access to our Services.

You shall not copy, distribute, reproduce, or display, or use any part of our software except as expressly authorized herein.

You are allowed to download and use our software on one computer. This use may be transferred to another computer with the proper documented authorization, but may only be used on one computer at a time. Our software will be locked to your computer with the use of hardware identification.

Unless explicitly authorized by AimJunkies, our Services and our software may not be sold, resold, leased, rented, licensed, distributed, transferred, or used in any commercial way.

You shall not modify, hack, decompile, disassemble, reverse engineer, derive source code, or create derivative works of our software, in part or in whole. You shall not transmit our software or display the software's object code on any computer screen or to make any hard copy memory dumps of the software's object code.

You shall not remove, disable, or circumvent proprietary messages, notices, or labels within our software.

Any explicit and intentional misuse of our Services or our software may result in legal action being investigated.

You agree that the use of this software is explicitly intended for offline use or single player use and not intended for live game PvP or tournaments. Any use beyond

that is forbidden and AimJunkies is not legally liable.

U.S. federal law treats the unauthorized uploading, downloading, or sharing of copyrighted material as a serious offense that carries serious consequences. Any AimJunkies computer software account holder who infringes copyright laws risks a lawsuit by the copyright holder; this includes AimJunkies software. You shall not export our software in violation of any applicable laws or regulations of the United States government.

## Disclaimer and Liability

Our Services and software are provide “as is.” We provide no warranty in any shape or form for the use of our Services. We are not responsible for any action or consequence as a result of using our Services.

## Additional Information

If you feel that your user experience was not up to your expectations in any way, please feel free to email us at [admin@aimjunkies.com](mailto:admin@aimjunkies.com). All correspondence will be looked into.

### Copyright Protection

Our website complies to the fullest extent with 17 U.S.C. § 512 and the Digital Millennium Copyright Act (“DMCA”). It is within our policy and rights to respond accordingly to any infringement notices, as well as take any and all appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and any other applicable property laws.

## PRIVACY POLICY

### What information do we collect?

We collect information that you give to us. This includes information such as your email address when you create an account.

We collect information when you use our services. When you use our software, we collect information to identify the devices used. We collect information that allows us to diagnose and improve our software.

We collect records of use of our website and services.

We DO NOT collect sensitive financial information, such as credit card numbers. Payment processing is provided by third-party services. As a result, we do not directly access or store your sensitive financial information.

## What do we do with this information?

We use this information to provide access to our Services, as well as improve them.

## How do we share this information?

The information we collect may be accessed by affiliates and partners of our website.

We do not sell, trade or otherwise transfer private information to other outside parties, except in cases where we believe it is appropriate to comply with the law, enforce our Terms of Service and other policies, or protect ours or others rights, property, or safety.

Non-identifying and non-personal aggregate information may be provided to other parties for marketing, advertising, or other uses.

## FAIR USE ACT DISCLAIMER

Under section 107 of the Copyright Act of 1976, allowance is made for “fair use” for purposes such as criticism, comment, news reporting, teaching, scholarship, education and research.

Fair use is a use permitted by copyright statute that might otherwise be infringing.

Fair use is a doctrine in the United States copyright law that allows limited use of copyrighted material without requiring permission from the rights holders, such as commentary, criticism, news reporting, research, teaching or scholarship. It provides for the legal, non-licensed citation or incorporation of copyrighted material in another author's work under a four-factor balancing test.

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